

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

CHARTER COMMUNICATIONS, LLC
Respondent

and

JONATHAN FRENCH, an Individual
Charging Party French

and

RAYMOND SCHOOF, an Individual
Charging Party Schoof

and

JAMES DEBEAU, an Individual
Charging Party DeBeau

Case 07-CA-140170

Case 07-CA-145726

Case 07-CA-147521

**AFFIDAVIT OF MATTHEW R.
JEDRESKI IN SUPPORT OF
RESPONDENT'S RESPONSE TO
NOTICE TO SHOW CAUSE**

I am an attorney at Davis Wright Tremaine LLP, counsel of record for Respondent Charter Communications, LLC. I have personal knowledge of the facts stated herein, to which I would testify under oath if called as witness.

1. Attached as **Exhibit A** is a true and correct copy of the operative Complaint by the General Counsel in this matter.
2. Attached as **Exhibit B** is a true and correct copy of transcript excerpts from the August 16, 2016 session of the administrative hearing in this matter.
3. Attached as **Exhibit C** is a true and correct copy of an email sent from Darlene M. Haas Awada, Counsel for the General Counsel, Region 7, to our firm on September 9, 2016, along with a one-page attachment to the email.

I affirm under the penalty of perjury under the laws of the United States of America that the foregoing is true and accurate to the best of my knowledge.

DATED this 12th day of October, 2018.



Matthew R. Jedreski

EXHIBIT A

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN**

CHARTER COMMUNICATIONS, LLC

Respondent

and

Case 07-CA-140170

JONATHAN FRENCH, an Individual

Charging Party French

Case 07-CA-145726

and

RAYMOND SCHOOF, an Individual

Charging Party Schoof

Case 07-CA-147521

and

JAMES DEBEAU, an Individual

Charging Party Debeau

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 07-CA-140170, Case 07-CA-145726 and 07-CA-147521, which are based on charges filed by Charging Party French, Charging Party Schoof, and Charging Party DeBeau, respectively, against Respondent are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 07-CA-140170 was filed by Charging Party French on November 3, 2014, and a copy was served on Respondent by U.S. mail on November 4, 2014.
- (b) The first amended charge in Case 07-CA-140170 was filed by Charging Party French on November 18, 2014, and a copy was served on Respondent by U.S. mail on that same date.
- (c) The second amended charge in Case 07-CA-140170 was filed by Charging Party French on October 29, 2015, and a copy was served on Respondent by U.S. mail on that same date.

(d) The third amended charge in Case 07-CA-140170 was filed by Charging Party French on November 19, 2015, and a copy was served on Respondent by U.S. mail on that same date.

(e) The charge in Case 07-CA-145726 was filed by Charging Party Schoof on February 3, 2015, and a copy was served on Respondent by U.S. mail on February 4, 2015.

(f) The charge in Case 07-CA-147521 was filed by Charging Party DeBeau on March 4, 2015, and a copy was served on Respondent by U.S. mail on March 5, 2015.

2. At all material times, Respondent has been a limited liability company with an office and place of business in Saginaw, Michigan (Saginaw Facility), and locations throughout the United States, and has been engaged in the business of providing video, internet, and phone service to residential and commercial customers.

3. (a) In conducting its operations during the calendar year ending December 31, 2015, Respondent derived gross revenues in excess of \$500,000.

(b) During the period of time described above in paragraph 3(a), Respondent, in conducting its business described above in paragraph 2, purchased and received at its Saginaw facility, goods valued in excess of \$5,000 directly from points outside the State of Michigan.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Joe Ilio	Regional Vice President
Sherry Olds	Regional Vice President of Human Resources
David Slowick	Vice President
Joe Boullion	Regional Vice President, Northeast Region
Harth Goulette	Director of Human Resources
Gregory Culver	Director Regional Plant Security
Lloyd Collins	Director of Technical Operations
Jeff Stork	Manager of Technical Operations
Aaron Burbay	Manager of Technical Operations
Mark Nimowitz	Manager of Technical Operations
Jason Hannah	Manager of Technical Operations
Russ Ortega	Manager of Technical Operations
Ash James	Manager of Technical Operations
Bob Morgan	Manager of Technical Operations
Chad Erskin	Supervisor of Technical Operations
Robert Lothian	Supervisor of Plant Security and Technical Quality Assurance ("TQA")

(b) At all material times up until about August 2014, David Jurek held the position of Respondent's Supervisor of Technical Operations and was a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

(c) At all material times up until October 14, 2014, the following individuals held the positions set forth opposite their respective names and were supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Terry James Teenier II
Shawn Felker

Manager of Plant Security and TQA
Supervisor of Plant Security and TQA

(d) At all material times, Stephanie Peters held the position of Respondent's Human Resources Generalist and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

6. Since about May 13, 2014, Respondent, at its locations throughout the United States, including Saginaw, Michigan, has maintained an overly broad rule on "Professional Conduct" contained within the "Workplace Expectations" section of its Employee Handbook and on its intranet site:

Charter is proud of its professional and congenial work environment and will take all necessary steps to ensure that the work environment remains pleasant for all employees. This is a commitment that Charter takes very seriously. Accordingly, you are expected to demonstrate professional courtesy and consideration toward fellow employees, customers, vendors, the public or anyone else encountered while conducting business on behalf of Charter. You are a reflection of Charter and are expected to represent Charter's professional standards to others. If you engage in unprofessional conduct, you will be subject to corrective action, including termination of your employment.

Unprofessional conduct includes, but is not limited to, insubordination (including refusal to obey a direct and lawful order or instruction from a supervisor, not being truthful or exhibiting a derogatory attitude toward a supervisor or member of management), disrespectful conduct, using inappropriate or offensive language, viewing inappropriate internet sites (including but not limited to sites that contain sexual or offensive content), screaming, yelling, raising one's voice, threatening or attempting to harm a co-worker, sabotaging another's work, stalking others, making false statements about others with malice that cause harm, publicly disclosing another's private information, behaving in a rude or uncivil manner, damaging Charter property and/or reputation, tape recording, video recording, or recording by any other means, without express permission of all individuals being recorded, viewing television or other images in the workplace that include excessive violence, explicit sexual content, swearing, or adult programming or content, or otherwise failing to meet standards of common decency. In addition, unprofessional conduct includes sleeping or engaging in horseplay or recreational activities while on the job.

7. About July 15, 2014, Respondent, by its agents Dave Jurek, Chad Erskin, and Terry James Teenier II, at its Saginaw facility, by taking notes, engaged in coercive surveillance of its employees engaged in union activities.

8. Respondent, by its agent Terry James Teenier II:

(a) About July 16, 2014, at a location in the field near its Saginaw facility, by telling employees that he knew who attended a union meeting, gave employees the impression that their union activities were under surveillance by Respondent.

(b) About July 16, 2014, at a location in the field near its Saginaw facility, solicited grievances from employees.

(c) About July 16, 2014, at a location in the field near its Saginaw facility, threatened employees with closer supervision.

(d) About July 16, 2014, at a location in the field near its Saginaw facility, coercively interrogated its employees about their union activities and sympathies.

(e) About late July 2014, at a location in the field near Whitmore Lake, Michigan, coercively interrogated its employees about their union activities and sympathies.

(f) About late July 2014, at a location in the field near Ithaca, Michigan, interfered with the Section 7 rights of employees by informing them that he had to isolate them because of their union activities

(g) About early August 2014, in his office in Bay City, Michigan:

(i). created an impression among its employees that their union activities were under surveillance by Respondent;

(ii). prohibited employees from talking about the union during working time, while not prohibiting them from talking about other non-work subjects;

(iii). directed employees not to speak to union representatives;

(iv). directed employees not to engage in union activities.

9. Respondent, by its agent Shawn Felker:

(a) About July 17, 2014, by telephone, coercively interrogated its employees about their union activities and sympathies.

(b) About late July 2014, by telephone, coercively interrogated its employees about their union activities and sympathies and the union activities and sympathies of other employees.

(c) About early August 2014, by telling employees that they had spoken to a union representative, created an impression among its employees that their union activities were under surveillance by Respondent.

10. About Mid-July 2014, Respondent, by its agent Gregory Culver, at a location in the field near its Saginaw facility, interfered with the Section 7 rights of employees by subjecting them to closer scrutiny.

11. About September 30, 2014, Respondent, by its agent Robert Lothian, at a location in the field near Bay City, Michigan:

(a) Created an impression among its employees that their union activities were under surveillance by Respondent by telling them that they were outed as union supporters.

(b) Coercively interrogated employees about their union activities and sympathies.

(c) Impliedly threatened employees who were believed to have engaged in union activities with discharge unless they sided with Respondent.

12. About September 30, October 1, and October 2, 2014, Respondent, by its Agent Stephanie Peters, at its Saginaw facility, interfered with the Section 7 rights of employees by issuing overly broad directives to employees not to discuss Respondent's disciplinary investigation regarding alleged employee misconduct.

13. About mid-July 2014, Respondent isolated its employees Jonathan French, Raymond Schoof, and James DeBeau by reassigning their work locations to more remote areas.

14. About October 14, 2014, Respondent discharged Jonathan French, Raymond Schoof, and James DeBeau.

15. Respondent engaged in the conduct described in paragraphs 13 and 14 because Respondent believed that the named employees of Respondent were engaging in union activities and to discourage employees from engaging in these activities.

16. By the conduct described in paragraphs 6 through 12, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

17. By the conduct described in paragraphs 13 through 15, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of employees, thereby discouraging membership in a labor organization, in violation of Section 8(a)(1) and (3) of the Act.

18. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, it is prayed that Respondents be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 6 through 12, or in any like or related manner interfering with, restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

(b) engaging in the conduct described in paragraphs 13 through 15 or in any like or related manner discriminating in regard to hire or tenure or terms and conditions of employment of employees, thereby discouraging membership in a labor organization.

2. Take the following affirmative action:

(a) Rescind the rule described in paragraph 6 and make whole any employees who were disciplined under the rule for any losses suffered as a result of that discipline, with interest thereon computed in accordance with current Board policy, and expunge any reference to the discipline from its files and records, regardless of whether the discriminatee(s) received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period.

(b) Rescind and expunge from its files and records any reference to the discipline and discharge of Jonathan French, Raymond Schoof, and James DeBeau and advise them individually, in writing, that it has done so;

(c) Reinstate Jonathan French, Raymond Schoof, and James DeBeau fully and immediately to their jobs, or if such job no longer exists, to substantially equivalent positions of employment, without prejudice to their seniority or other rights and privileges previously enjoyed, make whole French, Schoof and DeBeau for any loss of earnings and benefits suffered as a result of Respondent's actions described in paragraphs 13 and 14 by payment of backpay, and reimburse them for any out-of-pocket expenses they incurred while searching for work, with interest computed in accordance with Board policy, regardless of whether the discriminatee(s) received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period.

(d). Post appropriate notices where notices to employees are customarily posted at Respondent's locations nationwide where the unlawful rule described above in paragraph 6 has been maintained, and all other locations in any facility where the rule has been posted, maintained or enforced. Respondent shall also post the notice on its intranet(s) and any other place where the rule has been electronically posted, maintained, or enforced. Respondent shall also send a copy of the notice to all employees via electronic mail.

The General Counsel further prays for such relief as may be just and proper to remedy the unfair labor practices herein alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before February 9, 2016, or postmarked on or before February 8, 2016**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and

follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 28th day of March, 2016, at 11:00 a.m., in the Court Room, U.S. Bankruptcy Court, 111 First Street, Bay City, Michigan, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 26, 2016

/s/ Terry Morgan

Terry Morgan, Regional Director
National Labor Relations Board, Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 07-CA-140170
07-CA-147526
07-CA-147521

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Jonathan French
133 Lockwood St
Saginaw, MI 48602-3025

Stephanie Peters, HR Generalist
Charter Communications
1480 South Valley Center Drive
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Hemlock, MI 48626-9108

James DeBeau
332 S Midland Street
Merrill, MI 48637-2538

EXHIBIT B

**OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD**

In the Matter of:

**Case No.: 07-CA-140170
07-CA-145726
07-CA-147521**

**CHARTER COMMUNICATIONS, LLC
Respondent**

And

**JONATHAN FRENCH, an Individual
Charging Party French**

And

**RAYMOND SCHOOF, an Individual
Charging Party Schoof**

And

**JAMES DEBEAU, an Individual
Charging Party DeBeau**

**Place: Bay City, MI
Date: 08/16/16
Pages: 1627-1808
Volume: 10**

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Washington, DC 20005
888-777-6690**

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 7

CHARTER COMMUNICATIONS, LLC.

Respondent,

and

JONATHAN FRENCH, an Individual, | Case No. 07-CA-140170

Charging Party French.

and

RAYMOND SCHOOF, an Individual, | Case No. 07-CA-145726

Charging Party Schoof.

and

JAMES DeBEAU, an Individual, | Case No. 07-CA-147521

Charging Party DeBeau.

The continuation of the above-entitled matter came on
for hearing pursuant to notice, before ARTHUR J. AMCHAN,
Administrative Law Judge, at the Bay County Circuit Court,
1230 Washington Avenue, Bay City, Michigan, on Tuesday,
August 16, 2016, at 8:30 a.m.

A P P E A R A N C E S (cont.)

On Behalf of the Respondent:

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A P P E A R A N C E S

Counsel for the General Counsel:

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I N D E X

VOIR

WITNESSES DIRECT CROSS REDIRECT RECROSS DIRE

David Paul Jurek 1633 1636 -- -- --

Greg Culver 1644 -- -- -- --

Stephanie Peters 1672 1675 -- -- --

Greg Culver 1691 1715 1749 1749 --

Thomas R. Armstrong 1753 1782 1786 -- 1771

1 MR. FARBER: Well, so, first of all --
 2 MS. CHAMPA: Overbroad.
 3 MR. FARBER: -- that all should have been thought out
 4 before the complaint was issued, but even to the extent it
 5 wasn't --
 6 MS. HAAS AWADA: Well, we're not saying it wasn't.
 7 MR. FARBER: -- I'm not suggesting that it needs to be
 8 done today -- that at some point we need to be told what
 9 position --
 10 JUDGE AMCHAN: Well, here's what --
 11 MR. FARBER: -- General Counsel is --
 12 JUDGE AMCHAN: In the next 2 weeks, see whether you can
 13 be more specific about what it is in the rule --
 14 MS. HAAS AWADA: Well --
 15 JUDGE AMCHAN: -- that is objectionable, and if you
 16 can't, you just will notify us both that you can't; it's the
 17 whole rule.
 18 MS. HAAS AWADA: Your Honor, I would ask that you would
 19 actually order us to do that because we would have to ask
 20 Regional management in --
 21 JUDGE AMCHAN: Yeah, I'll order you to do it. Today is
 22 the 16th -- 23rd, but --
 23 MS. HAAS AWADA: And we're --
 24 JUDGE AMCHAN: -- is the 30th a weekday or --
 25 MS. HAAS AWADA: -- we're both on leave.

1 MR. FARBER: 30th is a weekday.
 2 MS. HAAS AWADA: We're both on leave, so we interrupted
 3 our leave to come back to this trial.
 4 JUDGE AMCHAN: Yeah. Okay. When do you come back?
 5 MS. HAAS AWADA: So I don't --
 6 JUDGE AMCHAN: Well, what -- could your supervisor do
 7 it?
 8 MS. HAAS AWADA: Well, I think that we're going to have
 9 -- the Region will have an issue with this order, so -- but
 10 if you would like us to do it, we would like you to order us
 11 to do that so --
 12 JUDGE AMCHAN: Yeah. Well, give me -- without terribly
 13 inconveniencing you, give me a date that you could get back
 14 to them on this.
 15 MS. HAAS AWADA: Are you granting their motion for a
 16 bill of particulars --
 17 JUDGE AMCHAN: Yeah.
 18 MS. HAAS AWADA: -- on this issue then? Okay. Let me
 19 look at the calendar. September 9th.
 20 JUDGE AMCHAN: Okay.
 21 MS. HAAS AWADA: I'm back in the office September 6th.
 22 JUDGE AMCHAN: All right. You need to let them know
 23 whether you could be more specific by the 9th, or whether
 24 it's just the whole rule violates --
 25 MS. CHAMPA: Okay. Wait. You want to -- I'm sorry, I'm

1 just trying to clarify, you want us to give them specifics or
 2 know whether we can be more specific? Because --
 3 JUDGE AMCHAN: The latter.
 4 MS. CHAMPA: -- we already alleged their rule --
 5 JUDGE AMCHAN: The latter.
 6 MS. CHAMPA: Okay.
 7 MR. FARBER: Well --
 8 JUDGE AMCHAN: If your position is the whole rule, it's
 9 all the same, the whole rule --
 10 MS. CHAMPA: Well, and I think that is our position.
 11 JUDGE AMCHAN: -- is violative because it can be read by
 12 a reasonable person to interfere with Section 7 rights or --
 13 MS. CHAMPA: I mean that is our position because we
 14 wouldn't have included the whole rule in the complaint if we
 15 didn't, but I think what we're saying and what he's saying
 16 is -- we're saying that we only included the whole rule
 17 because you have to read it all together, but we're not
 18 saying that certain parts of that, if they weren't part of
 19 this bigger rule, might not be okay on their own. Like I
 20 don't think a rule that just talked about explicit sexual
 21 content would be --
 22 JUDGE AMCHAN: Well, you can -- I think you can tell
 23 them if you take out certain phrases, the rule would be okay.
 24 Or if there was a -- well --
 25 MS. CHAMPA: I mean we don't --

1 JUDGE AMCHAN: -- tell them what would be okay.
 2 MS. CHAMPA: This reminds me of like a settlement where
 3 a lot of times when we tell Respondent about -- there's a bad
 4 rule, they'll actually ask us how they can reword it, and we
 5 won't do that. We won't give them --
 6 JUDGE AMCHAN: And I've never understood why.
 7 MS. CHAMPA: -- instructions on how to draft it, you
 8 know.
 9 MR. FARBER: Me neither.
 10 JUDGE AMCHAN: I've never understood why.
 11 MS. CHAMPA: I know, but we don't though.
 12 JUDGE AMCHAN: Yeah.
 13 MS. CHAMPA: I mean I agree a little bit, but we don't.
 14 JUDGE AMCHAN: Well, anyway you -- that's my order.
 15 MS. CHAMPA: Okay.
 16 JUDGE AMCHAN: You're to tell them either how -- what
 17 specifically in the rule is objectionable, you know, either
 18 which -- what could be excised to make it passable, or what
 19 additional caveats could be included, or you'll tell them we
 20 can't do that; the whole rule, it's all one big ball of wax
 21 that can't be segregated, and it violates the Act.
 22 MS. HAAS AWADA: Okay.
 23 JUDGE AMCHAN: By the 9th. That brings us to the
 24 briefing date. I was hope -- the 35 days, which is what the
 25 Board allows by rule, is September 20th. Now, this is a big

JUDGE AMCHAN: Yes. 49 was received.
 (General Counsel's Exhibit 49 received in evidence.)
 MS. HAAS AWADA: And our amendment was accepted?
 JUDGE AMCHAN: Yes.
 MS. HAAS AWADA: Okay.
 JUDGE AMCHAN: Subject to their convincing me that
 they're prejudiced by it.
 MS. HAAS AWADA: Okay.
 JUDGE AMCHAN: I reserve the right to change my mind.
 MS. HAAS AWADA: Of course.
 JUDGE AMCHAN: All right, we done?
 MR. FARBER: Nothing more from the Employer.
 MS. HAAS AWADA: Nothing more from the General Counsel.
 JUDGE AMCHAN: Okay. Thank you.
 MS. HAAS AWADA: Thank you, Your Honor.
 MR. FARBER: Thank you.
 JUDGE AMCHAN: Close the hearing.
 (Whereupon, at 3:55 p.m., the hearing in the above-entitled
 matter was closed.)

CERTIFICATION

This is to certify that the attached proceedings before
 the National Labor Relations Board (NLRB), Region 7, in the
 matter of CHARTER COMMUNICATIONS, LLC, Case Nos. 07-CA-
 140170, 07-CA-145726, and 07-CA-147521, at Bay City,
 Michigan, on August 16, 2016, was held according to the
 record, and that this is the original, complete, and true and
 accurate transcript that has been compared to the recording,
 at the hearing, that the exhibits are complete and no
 exhibits received in evidence or in the rejected exhibit
 files are missing.

Jeremy Tieking
 Official Reporter

EXHIBIT C

From: Haas Awada, Darlene M. <Darlene.Haas@nlrb.gov>
Sent: Friday, September 09, 2016 1:18 PM
To: Farber, Henry <henryfarber@dwt.com>; Ball, Taylor <TaylorBall@dwt.com>
Cc: Amchan, Arthur <Arthur.Amchan@nlrb.gov>; Champa, Judith <Judith.champa@nlrb.gov>
Subject: Charter Communications-Unlawful Policy

Pursuant to Judge Amchan's instructions at trial, please find the attached version of Paragraph 6 of the Complaint. The underlined portions are the portions of the policy which render the rule overly broad. Please be aware that this is being done on a non-precedential basis and cannot be relied upon in any future proceeding to compel Counsel for the General Counsel to make similar accommodations.

Sincerely,
Darlene Haas Awada, Counsel for the General Counsel
NLRB, Region 7
477 Michigan Ave.
Room 300
Detroit, MI 48226
Office phone: 313-335-8056
Cell phone: 202-701-6837
darlene.haasawada@nlrb.gov

6. Since about May 13, 2014, Respondent, at its locations throughout the United States, including Saginaw, Michigan, has maintained an overly broad rule on "Professional Conduct" contained within the "Workplace Expectations" section of its Employee Handbook and on its intranet site:

Charter is proud of its professional and congenial work environment and will take all necessary steps to ensure that the work environment remains pleasant for all employees. This is a commitment that Charter takes very seriously. Accordingly, you are expected to demonstrate professional courtesy and consideration toward fellow employees, customers, vendors, the public or anyone else encountered while conducting business on behalf of Charter. You are a reflection of Charter and are expected to represent Charter's professional standards to others. If you engage in unprofessional conduct, you will be subject to corrective action, including termination of your employment.

Unprofessional conduct includes, but is not limited to, insubordination (including refusal to obey a direct and lawful order or instruction from a supervisor, not being truthful or exhibiting a derogatory attitude toward a supervisor or member of management), disrespectful conduct, using inappropriate or offensive language, viewing inappropriate internet sites (including but not limited to sites that contain sexual or offensive content), screaming, yelling, raising one's voice, threatening or attempting to harm a co-worker, sabotaging another's work, stalking others, making false statements about others with malice that cause harm, publicly disclosing another's private information, behaving in a rude or uncivil manner, damaging Charter property and/or reputation, tape recording, video recording, or recording by any other means, without express permission of all individuals being recorded, viewing television or other images in the workplace that include excessive violence, explicit sexual content, swearing, or adult programming or content, or otherwise failing to meet standards of common decency. In addition, unprofessional conduct includes sleeping or engaging in horseplay or recreational activities while on the job.